



INVITATION TO BID (ITB)

THERMOSTAT UPGRADES AT VARIOUS COUNTY BUILDINGS

ITB Number:	<u>15-0212</u>	Contracting Officer:	<u>B. Schwartzman</u>
Bid Due Date:	<u>May 13, 2015</u>	Pre-Bid Conf. Date:	<u>April 29, 2015 (See 1.4)</u>
Bid Due Time:	<u>3:00 PM</u>	ITB Issue Date:	<u>April 15, 2015</u>

TABLE OF CONTENTS

SECTION 1: Special Terms and Conditions	2
SECTION 2: Statement of Work	13
SECTION 3: General Terms and Conditions	16
SECTION 4: Pricing/Certifications/Signatures	20
SECTION 5: Attachments	22

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Proposal and/or Performance Bond:	Not applicable
Certificate of Competency/License:	See 1.15
Indemnification/Insurance:	See 1.8
Pre-Bid Conference/Walk-Thru:	Non-Mandatory (See 1.4)

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____	Phone Number: _____
E-mail Address: _____	Contact Person: _____

Section 1.1: Purpose

The purpose of this solicitation is to select a qualified contractor to replace standard non-communicating Heating, Ventilation, and Air Conditioning (HVAC) thermostats with a Direct Digital Control (DDC) System of temperature control at select publicly accessible community-oriented Lake County facilities. Remote duct temperature, room temperature, and occupancy sensors shall be an integral part of this system. Once installed, these systems shall be integrated with the existing County owned Honeywell Enterprise Building Integrator (EBI) located at the Facilities & Fleet Management Department. This work is being done as part of a federal grant and will require the selected vendor to comply with all terms and conditions of the grant such as the Davis Bacon Act and the Buy American Act as detailed elsewhere in this solicitation.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

B. Schwartzman, Procurement Services
Lake County BCC
Procurement Services Office
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839 Fax : 352.343.9473 E-mail: bschwartzman@lakecountyfl.gov

No responses to questions from any party shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Procurement Services Office.

Section 1.3: Method of Award - To a Single Vendor

Award of this contract will be made to the lowest priced, responsive, responsible vendor responding to this solicitation for the specific item to be awarded. To be considered responsible, a vendor must have successfully completed work similar to that required under this solicitation for a public sector entity within the past three years.

Section 1.4: Pre-Bid Conference / Site Visits (Non-Mandatory)

A mandatory pre-bid conference and site visit will be held on April 29, 2015 at 1:00 PM at the address cited in paragraph 1.2 above to discuss the special conditions and specifications included within this solicitation. Vendors are requested to bring their own copy of this solicitation document to the conference, as additional copies will not be available at the conference site.

Section 1.5: Term of Contract - Upon Acceptance of Goods or Completion of Services

The performance period under this contract shall commence upon the date of the purchase order or related Notice To Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by the County's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

Section 1.6: Option to Renew

Not applicable to this solicitation

Section 1.7: Method of Payment - Invoices For Completed Work

The Contractor(s) shall submit invoices to the County's Project Manager after the work has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these invoices shall not exceed five (5) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the work being completed.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the requirements stated below. The vendor is not required to have the coverage prior to submittal. The coverage must be in effect prior to a purchase order or contract being executed by the County.

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely

provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability Included	

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	\$ _____
Garage Keepers Liability at coverage value:	\$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion of Work From Date Of Purchase Order

All work shall be completed within the time frame defined in the Statement of Work (section 2 of this solicitation). All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, or the “not-to-exceed” timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.10.1: Shipping Terms, F.O.B. Destination- Inside Delivery

The F.O.B. point for any product ordered as a result of this solicitation shall be F.O.B.: Destination – Inside Delivery. The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor’s expense, requiring the

vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County may place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

As stated in the terms and conditions at Attachment 3 of this solicitation.

Section 1.12.1: Materials: New, Warranted Against Defects, and of Domestic Manufacture

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor under this solicitation and resulting contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense. In addition, all materials supplied for this project shall comply with the Buy American provisions designated within this solicitation.

Section 1.13: Delivery and Completion of Solicitation Response**1.13.1 Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Procurement Services office.

To be considered for award, a bid must be received and accepted in the Procurement Services office prior to the date and time established within the solicitation. A response will not be considered for award if received in the Procurement Services office after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid prior to the due date stated in the solicitation. If you plan on submitting your bid or proposal IN PERSON, bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid by the UNITED STATES POSTAL SERVICE (USPS) mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid by a THIRD PARTY CARRIER such as FedEx, UPS, or a private courier, mail it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

1.13.2 Completion Requirements for Invitation to Bid

One (1) signed original bid and two (2) complete copies of the bid shall be sealed and delivered to the Procurement Services office by the bidder no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the

submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed (preferably in blue ink) by an official duly authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor may either submit the entire solicitation (desired), or just a completed Section 4 (required), along with the additional required information cited below, in the number of copies specified to the address specified in this solicitation. The vendor shall submit any descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope/package marked "Literature for Invitation to Bid (ITB) 15-0212." Do not indicate bid prices on literature.

Specific Completion Directions:

- ☐ Pricing shall be completed as directed within Section 4 of this Invitation to Bid.
- ☐ Vendor shall submit the bid document with all entries completed as noted in this section.
- ☐ **Vendor shall provide product specifications sheets for any alternate product.** Please ensure the descriptive information is sufficiently detailed to enable evaluation of product by the County.
- ☐ Initial and date the appropriate space(s) for each addendum for this ITB.
- ☐ Insert any prompt payment discount that you will offer. All payment will be made in accordance with Florida Prompt Payment Act.
- ☐ Complete all certifications included within Section 4 of the solicitation.
- ☐ Complete the reference information sheets (include at least three references) contained within the solicitation. Related forms for completion are provided at Attachments 1 and 2 to this ITB.
- ☐ Complete the vendor information section, and sign the bid in the spaces provided, in Section 4 of the solicitation.
- ☐ Submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.14: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.15: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub-contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.16: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.17: Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

Section 1.18: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.19: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.20: Special Notice to Vendors Regarding Federal Requirements

A. Responding vendors are hereby advised that the work effort to be contracted for under this solicitation is funded by a U.S. Department of Energy (DoE) Energy Grant. The selected vendor (and any subcontractor utilized by the prime contractor) for this project shall comply with all terms and conditions of the applicable grant (identified below), and the special terms and conditions associated with that grant (also identified below). Should any requirements or conditions of the County's scope of services or associated contract conflict with any aspect of the grants, the grant requirements shall prevail as the applicable requirement. **It is specifically noted that the requirements of the Davis Bacon Act and Buy American Act apply to the work to**

be performed. A copy of the grant is accessible on the County procurement website as additional documents associated with this Invitation to Bid.

- DoE Grant DE-EE-0004575 / State Agreement G-0432 / FDACS Contract #021939

B. Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1. All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2. All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

THERMOSTAT UPGRADES AT VARIOUS COUNTY BUILDINGS

This proposed project is for the replacement of standard non-communicating HVAC thermostats with a DDC system consisting of a Honeywell TB-7600, or equivalent, occupancy sensing remote monitored smart thermostats, remotely installed duct temperature, and room temperature sensors in three County-owned publicly accessible community-oriented buildings.

The Contractor shall integrate the new DDC system with the existing Honeywell Enterprise Building Integrator R410 (EBI) located at the Facilities & Fleet Management Department. The DDC Systems shall utilize the BACnet (the preferred system), or LonWorks for network communication to the existing Honeywell EBI. The contractor shall hold and/or apply any and all appropriate licensing associated with the work to be performed, and will be responsible for securing any required permits. The estimated cost of an electrical permit is \$75.00.

The DDC systems will be installed at the following facilities:

- Fairgrounds Expo Building, 2101 County Road 452, Eustis, FL 32726
- Umatilla Community Center, 17107 Ball Park Road, Umatilla, FL 32784
- Marion Baysinger Library, 756 West Broad Street, Groveland, FL 34736

The selected vendor shall ensure that the completed effort achieves the following grant objectives / achievements:

- Allows remote communication and operation of a remote building's HVAC system.
- Provides temperature sensors that are located throughout a building instead of just at the thermostat thus providing a more accurate look at the overall building's comfort level.
- Provides a thermostat that includes an occupancy sensor allowing buildings to automatically adjust the temperature to an energy efficient setting when occupants leave thus saving energy and money.
- Provides a thermostat that is remotely programmed with standard energy saving temperature set points.
- Provides a thermostat that is remotely programed with building occupancy schedules and thus temperature set points can be raised and lowered according to usage.
- Provides communication with a remote thermostat that will notify staff if there is an HVAC system failure that results in set point levels being exceeded.

The systems will be furnished and installed turnkey with all necessary hardware, engineering, permitting, programming, and commissioning of systems provided under this proposal. The work shall include, but not be limited to, the following:

- Removal of the existing thermostats.
- Patching and painting of the holes created by the removal of the existing thermostats.
- Installation of Programmable Communicating Occupancy Sensing Thermostat(s) utilizing the BACnet (preferred system), or LonWorks for network communication.

- All materials shall meet all the requirements of the Buy American Act.
- Installation of one (1) occupancy sensing thermostat, one (1) remote room, and one (1) duct temperature sensor for each HVAC unit in compliance with the manufacturer's specification and agreed to by the County. (see attached drawings)
- All necessary building specific programming to accomplish the existing sequence of operation.
- Installation of all required 22 gauge shielded twisted pair low voltage cabling. All thermostats and remote sensors shall be hardwired.
- Installation of communication bus from the existing thermostat location(s) to a centralized existing network hub or switch configured on the County's LAN/WAN.
- A dedicated computer router for each thermostat to ensure communication with the County's remote Building Automation System (BAS). Included in the bid response shall be the brand and number of ports of the unit being proposed by the Contractor.
- Installation and configuration of the network router required to connect each of the DDC Systems on the County's LAN/WAN.
- If needed, mounting of all necessary enclosures, and providing power to the enclosures from the nearest 120Vac source. If new 120Vac wiring is required, it shall be installed per all applicable codes. If a rack is necessary, as part of the response to the ITB, specify the brand, size, and mounting method
- Installation of all supplied equipment provided under this proposal including necessary EMT, wire and cable.
- Start-up, checkout and testing of the control systems.
- Configuration of all software required to insure proper communication and operation with the County's Honeywell Enterprise Building Integrator (EBI). The vendor shall make all calibrations, adjustments, and ensure that the improvements function seamlessly.
- Development of custom system graphics on the existing Honeywell Enterprise Building Integrator (EBI) reflecting all necessary point and schedule data associated with the new DDC systems.
- The County shall retain all thermostats being removed as part of this solicitation.

Other vendor performance requirements that are part of this solicitation:

- Submittals. Submittals of all products shall be supplied to the County for pre-approval prior to the start of any work. As part of the submittal process the Contractor shall complete a "Manufacturer's Certificate of compliance of the Buy-American Act" form (Attachment 5) for each of the products that will be used as part of this project. These documents shall be provided to the County at least one (1) week before the pre-construction meeting.
- Pre-Construction Meeting. The vendor shall attend a post-award pre-construction meeting with County staff to discuss the vendor's schedule, product submittal requirements, reiterate grant requirements associated with the Davis Bacon and, Buy American Acts, and coordinate general project administration requirements.
- Notice to Proceed. After the Pre-Construction Meeting and upon approval by the County project manager, a Notice-to-Proceed will be issued to the vendor.

- Thermostat Installation/Setup. Upon receipt of the Notice-to-Proceed, the awarded vendor shall order and purchase the necessary materials to complete the project and install the approved communicating commercial thermostats along with the required remote temperature sensors in each building. Upon installation, the vendor shall configure the EBI software to appropriately communicate with each device.
- Six (6) Hours Training on Thermostat Usage. Once all buildings have had the required installations and corresponding software configuration, the vendor shall train staff on all the features and the usage of the new devices. This training shall include overall training along with building specific walk through of each site.
- Additionally, manufacturer’s manuals shall be provided to the County by the vendor.

All work shall be completed with sixty (60) days from the Notice To Proceed unless otherwise directed by the County Project Manager; provided, however, that all work shall be completed no later than July 31, 2015 pursuant to the terms of the Grant.

The following documents contain requirements and other information relevant to all aspects of the work to be performed under the contract resulting from this solicitation. Each of these documents are to be considered a material part of this solicitation. Each of the documents listed below is available for review and download at the County website for this specific solicitation:

- Grant DE-EE-0004575 / State Agreement G-0432 / FDACS Contract #021939
- Facilities Management Additional Terms and Conditions
- Davis-Bacon Wage Determination FL150021 02/06/2015 FL21

The grant requirements include provision of a specific monthly progress report following a specific report format. The vendor is to provide all performance-related information required and requested to support preparation of this report by County staff.

The following is a sampling of “Buy American” companies that can be used as part of this project. This list does not intend to endorse these companies and is only to be used as a guideline to ensure the Contract provides the “Buy American” products:

- Panduit – J-Pro hook, phone plate with module.
- Cablofil – Legrand Wiremold, module jacks,
- Veris Industries – Duct and wall sensors
- Honeywell – Duct and wall sensors

As stated previously in these specifications that Contractor shall ensure that all items proposed to be a part of this project shall include a Buy American product certification before it will be allowed to be part of this project.

The attached plans showing the locations of the thermostats, duct and remote sensors are not to scale and the locations shown are only approximate. The locations of these items will be determined before the installation has started.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this ITB.

Bidder: Refers to any entity that submitted a bid under an ITB.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words “shall”, “must”, or “will” are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester’s name, address, and telephone number. The Procurement Services Office

may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

D. Contents of Solicitation and Bidders’ Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm’s letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.

B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with

Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. The Procurement Services Manager will decide all tie bids in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages,

including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of

the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$195,000, the firm awarded the agreement may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements

GENERAL NOTES

- Lake County is exempt from all taxes (Federal, State, Local) for items or services directly purchased by the County. Pricing for items directly purchased by the County should be less all such taxes. A Tax Exemption Certificate will be furnished upon request. **The vendor is responsible for payment of all taxes associated with materials purchased directly by the vendor for incorporation into the project.**
- Each price offered in your bid shall be a firm-fixed price. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this ITB:</p> <p>Addendum #1, Dated: _____</p> <p>Addendum #2, Dated: _____</p> <p>Addendum #3, Dated: _____</p> <p>Addendum #4, Dated: _____</p>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this ITB.</p>

PRICE ENTRY SECTION

Provide all labor and materials necessary to complete the effort described within this Invitation to Bid for the lump sum price designated below for the specified project location:

Item 1: Fairgrounds Expo Building, 2101 County Rd 452, Eustis, FL 32726 \$ _____

Item 2: Umatilla Community Center, 17107 Ball Park Rd, Umatilla, FL 32784 \$ _____

Item 3: M. Baysinger Library, 756 W. Broad St., Groveland, FL 34736 \$ _____

By checking this space: _____ the bidder confirms that all equipment to be installed under any contract resulting from this Invitation to Bid meets the requirements of the Buy American Act.

Bidder's Florida License Number: _____

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Vendor will accept payment using the County's VISA- based electronic payment system: ☐ Yes ☐ No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Bid Signature:

Firm Name: _____
 Street Address: _____
 Mailing Address (if different): _____
 Telephone No.: _____ Fax No.: _____ E-mail: _____
 FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
 Signature: _____ Date: _____
 Print Name: _____ Title: _____

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- ☐ Sole vendor ☐ Pre-qualified pool vendor based on price
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: _____
☐ Secondary vendor for items: _____ ☐ Other status: _____

Signature of authorized County official: _____ Date: _____

Printed name: _____ Title: _____

Purchase Order Number assigned to this contract for billing purposes: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

- Attachment 1:** Work References
- Attachment 2:** Vendor Profile Form
- Attachment 3:** Facilities Management Terms and Conditions
- Attachment 4:** Davis-Bacon Wage Determination
- Attachment 5:** Manufacturer's Certificate of Compliance of the Buy-America Act
- Attachment 6:** Building Drawings

The following documents are attached to this document by reference. Each of the documents listed below is available for review and download at the County website for this specific solicitation:

- Attachment 7:** Grant DE-EE-0004575 / State Agreement G-0432*
- Attachment 8:** Davis-Bacon Desk Guide

*** Vendors are advised that the grant agreement contains numerous terms and conditions that apply to the selected vendor's performance, and the vendor should review these requirements in detail. Although vendor compliance with all terms and conditions specified in the agreement is mandated, specific attention is drawn to the administrative requirements stated in Attachments 4, 7, and 8 of this solicitation. Those attachments provide detailed direction in regards to Davis Bacon and Buy America Act requirements.**

ATTACHMENT ONE: WORK REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

ATTACHMENT TWO: VENDOR PROFILE FORM

1. Bidder Name & Address:	1d. Licensed to do business in the State of Florida? ____ Yes ____ No
	1e. Name, Title & Telephone Number of Principal to Contact
1a. FEIN # _____	1f. Address of office to perform work, if different from Item 1
1b. Year Firm was established _____ 1c. Are you a "Not for Profit" 501(c)(3) organization? Yes ____ No ____ If you answered yes, please provide proof.	
2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.	
3. The foregoing is a statement of facts. Signature: _____ Date: _____ _____ (Typed or Printed Name) (Title)	

ATTACHMENT THREE:
FACILITIES MANAGEMENT ADDITIONAL TERMS AND CONDITIONS

1. Intent of Contract Documents
2. Errors and Omissions
3. Hourly Rate
4. Employees
5. Dress Code
6. Supervision
7. Back Ground Check
8. Emergencies
9. Compliance with Occupational Safety and Health / Hazardous Materials
10. Licensing
11. General Inspection Requirements
12. County's Project Manager
13. Purchase Orders / Notice to Proceed
14. Contract Time
15. Liquidated Damages
16. Hours of Operation
17. Changes in Work
18. Retaining Other Contractors
19. Claims and Disputes
20. Equal Products Can Be Considered
21. Labor and Materials Supplied by the Contractor
22. Maintenance of Traffic (Not applicable to this solicitation)
23. Underground Utilities (Not applicable to this solicitation)
24. Clean up/Surplus Material Removal
25. Protection of Existing Structures, Utilities, Work and Vegetation
(Not applicable to this solicitation)
26. Sanitation
27. Inspection and Response
28. Final Acceptance
29. Method of Payment
30. Warranty

1. INTENT OF CONTRACT DOCUMENTS

- i. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) in accordance with the contract documents. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.
- ii. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.
- iii. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County's Project Manager.

2. ERRORS AND OMISSIONS

It is the intent of the County to have a completed project when the work is finished. The Contractor shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the Contractor shall immediately notify the County's Project Manager in writing of such errors or omissions. In the event the Contractor knows or should have known of any error or omission and fails to provide such notification, the Contractor shall be deemed to have waived any claim for increased time or compensation the Contractor may have had, and the Contractor shall be responsible for the results and the costs of rectifying any such error or omission.

3. HOURLY RATE

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided by the vendor. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

4. EMPLOYEES

The Contractor shall provide competent, suitable, and qualified personnel to perform the work as required by the specifications, the Contractor shall be fully responsible for the performance of his/her organization and completion of all work under this Contract, and shall, at all times, maintain good discipline and order at the work site. The Contractor shall provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees to service Lake County.

5. DRESS CODE

- i. The Contractor shall maintain a dress code for their employee's with a minimum of shirts, pants and work shoes/boots, in decent condition, at all times while the work is being performed. The Contractor's employees shall be neat and clean in appearance and a form of identification that clearly identifies them as employees of the Contractor.
- ii. All workers shall be required to wear an ID badge identifying them as approved Vendors. Lake County will supply the ID badges. The Contractor will ensure that all workers employed under this contract, whether employed by the Contractor or a subcontractor are scheduled, prior to assignment, for an appointment during the County's normal working hours with the County's Project Manager, to process and receive the ID badge. All new workers must be assigned an ID badge prior to starting work. The contractor should be aware that it may take up to one week to receive ID badges after required information has been received and pictures have been taken.

6. SUPERVISION

Contractor shall supply a superintendent which has the ability to speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours. Superintendent shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. All communications to the Superintendent shall be as binding as if given to the Contractor. The Contractor shall be required to provide the name and position within the company of the supervisor(s) to the County. The Contractor shall provide a telephone answering service for the use of the supervisor(s) for work-related messages. The supervisor(s) shall have a cell phone in good working order provided. This cell phone number shall be provided to the County's Project Manager.

7. BACKGROUND CHECK

- i. When required by the Scope of Work, all employees, subcontractors, and representatives of the Contractor that will be on County property shall be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check". The Contractor will be responsible for all costs associated with the "Certified Background Check". A copy of the "Certified Background Check" shall be supplied to the County's Project Manager prior to any work starting. When a new employee is added the Contractor shall provide the "Certified Background Check" to the County's Project Manager prior to the employee starting work.

- ii. The Contractor shall provide the County with a complete list of personnel, including a full name, address, telephone number, copy of social security card, copy of driver's license/State of Florida Identification Card/valid passport/valid work visa and background check clearance at least ten (10) calendar days before the agreement becomes effective, if not already provided. It is recommended that the Contractor keep on file with the County's Project Manager a list of persons who may work at County properties so that replacements can be made quickly. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. The Contractor **MUST** remove any employee from County service who is convicted of a felony crime during this contract. After initial background checks have been made, if requested, they must be done annually for any person working at County sites after one year. Failure to obtain background checks as specified can result in termination of the contract.
- iii. The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for ANY reason. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within 24 hours.

8. EMERGENCIES

- i. If required by the Scope of Work, the Contractor shall have a responsible person available at, or reasonably near the County on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The Contractor shall submit to the County's Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.
- ii. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the Contractor, without special instruction or authorization from the County's Project Manager is obligated to act to prevent threatened damage, injury or loss. The Contractor shall contact the County's Project Manager as soon as possible by telephone and with written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the Contractor believes that any significant changes in the work or variations from the contract documents. If the County's Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request shall be issued to document the consequences of the changes or variations. If the Contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the Contractor shall be deemed to have waived any right it

otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

9. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/ HAZARDOUS MATERIALS

- i. Contractor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The Contractor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the Contractor and its employees.
- ii. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:
 - a. The chemical name and the common name of the toxic substance.
 - b. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
 - c. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
 - d. The primary route of entry and symptoms of exposure.
 - e. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
 - f. The emergency procedure for spills, fire, disposal and first aid.
 - g. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
 - h. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
- iii. Any spillage of hazardous chemicals and/or wastes caused by the Contractor must be reported immediately to the proper authority and the County's Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the Contractor shall be the sole responsibility of the Contractor and the County will share no responsibility for these costs. A copy of a completed compliance order with local, State, and Federal agencies shall be given to the County.
- iv. If any hazardous chemicals or conditions are discovered by the Contractor during the normal work operation, it is the responsibility of the Contractor to immediately contact the County's Project Manager with a description and the location of the condition.

- v. The County's Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety and/or health violations, the County's representative may have the duty to require the Contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the County's Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.
- vi. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the Contractor with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site. The Contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.
- vii. The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.
- viii. The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing to the County's Project Manager. All communications to the Superintendent shall be as binding as if given to the Contractor.

10. LICENSING

The Contractor shall retain all appropriate professional licenses throughout the term of this Agreement. The Contractor will only be given projects which fall into the categories permitted by their particular license.

11. GENERAL INSPECTION REQUIREMENTS

- i. Due to the nature of this Agreement, the County shall at the time of establishment of need, require the Contractor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for Contractor's inspection of facilities or sites and/or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of Contractor on that individual project.
- ii. Contractor shall furnish the County's Project Manager with every reasonable facility for ascertaining whether the work performed and/or materials used are in accordance with the requirements and intent of the specifications. If the County's Project Manager so requests, the Contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the

- Contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the County's Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the Contractor's expense. However, should the work exposed or examined prove acceptable in the opinion of the County's Project Manager, the uncovering or removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.
- iii. If during or prior to the operations, the County's Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the County's Project Manager's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
 - iv. If during or prior to the operations, the County's Project Manager rejects any portion of the work on the grounds that the work or materials are defective, notice will be given to the Contractor. The Contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the County's Project Manager will send a second written notice to the Contractor giving the Contractor another seven (7) calendar days to correct the defect. If the Contractor fails to correct the deficiency within the second seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another Contractor or terminating the contract.
 - v. Should the Contractor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the Contractor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the Contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the Contractor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the Contractor's defective work and additional compensation due the County. The Contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.
 - vi. When the United States Government or the State of Florida is to pay a portion of the cost of the project, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

- vii. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indicated in the specifications. In the event the County's Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the County's Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the County's Project Manager will document the basis of acceptance by a Change Order that will provide for an appropriate deduction as needed in the contract price for such work or materials as the County's Project Manager deems necessary to conform to the determination based on the County's Project Manager's professional judgment.

12. COUNTY'S PROJECT MANAGER

It is agreed to by the parties that the County's Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The County's Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

13. PURCHASE ORDERS

Purchase orders shall be issued for projects to the Contractor. Issuance of a purchase order is not a directive to begin work unless otherwise specified. A written notice to proceed is required for the Contractor to schedule or begin work. Email notice is acceptable.

14. CONTRACT TIME

- i. The Contractor acknowledges that time is of the essence in carrying out Contractor responsibilities. If the Contractor fails to have the project completed by the specified time, the County may, at its discretion, either apply liquidated damages or hire another company to complete the work as needed. Any additional cost incurred by the County because of the Contractor's failure to complete the project as assigned shall be deducted from the Contractor's final invoice.
- ii. Should the Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the Contractor, and not due to the Contractor's fault or neglect, the Contractor shall notify the County's Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request a time extension.
- iii. If the Contractor complies with the two (2) business days' notice requirement, the County's Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the County's Project Manager's sole judgment, the findings of fact justify such an extension. The Contractor shall cooperate with the County's Project Manager's investigation of the delay by providing any

schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the Contractor's schedule. Extensions of contract time, if approved by the County's Project Manager, must be authorized in writing.

15. LIQUIDATED DAMAGES

- i. Unless otherwise agreed to, weather events are specifically excluded as excused cause for delay under this agreement and no additional days shall be given for rain days.
- ii. If the deficiencies have been noted and the remedies have not been completed within the contracted time, the County's Project Manager may send out a notification notifying Contractor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.
- iii. The County and the Contractor recognize that, since time is of the essence for this agreement, the County will suffer financial loss if the work is not completed within the time specified. The County will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day after the scheduled completion date the project continues. The project shall be deemed to be completed on the date the work is considered complete to the satisfaction of the County. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

Specific Project Amount

Daily Charge Per Calendar Day

\$5,000 and under.....	\$ 25
Over \$5,000 but less than \$10,000.....	\$ 65
\$10,000 or more but less than \$20,000	\$ 91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166
\$40,000 or more but less than \$50,000	\$228
Over \$50,000 but less than \$250,000.....	\$313
\$250,000 or more but less than \$500,000	\$715

- iv. County shall retain from the compensation to be paid to Contractor the above described sum.
- v. Any Contractor that is in default for not completing the work within the time specified, at the option of the County, may not permitted to perform work for the County until the project is complete and the liquidated damages sum is satisfied.

16. HOURS OF OPERATION

- i. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the Contractor and approval, in writing, has been granted by the County's Project Manager. Request for permission to work must be received by the County's Project Manager no less than two (2) days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. County Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- ii. Special schedules may be established if necessary because of problems with noise or similar difficulties affecting citizens in homes or buildings/rooms adjacent to the work being completed. When the Contractor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the Contractor the sum of Two Hundred Fifty Dollars (\$250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

17. CHANGES IN WORK

- i. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures, make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the Contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the Contractor shall commence performance of the work as specified.
- ii. The Contractor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the Contractor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the Contractor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.
- iii. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.

18. RETAINING OTHER CONTRACTORS

Nothing herein shall be deemed to preclude the County from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with the services provided under this Agreement.

19. CLAIMS AND DISPUTES

- i. Claims by the Contractor shall be made in writing to the County's Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the County's Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".
- ii. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.
 - a. Claims by the Contractor shall be resolved in the following manner:
 - 1) Upon receiving the claim and supporting data, the County's Project Manager will review the claim, or if the County's Project Manager is not a County employee, will forward the claim to the County. The County will within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. The Contractor shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the County that the original claim stands as is.
 - 2) If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the Contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.
 - b. Claims by the County against the Contractor shall be made in writing by the County's Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the County's Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the County's Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.

- c. Arbitration shall not be considered as a means of dispute resolution.

20. EQUAL PRODUCTS CAN BE CONSIDERED

If a product or service requested by this ITB has been identified in the specifications by a brand name, and has not been notated as a “No Substitute” item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the bid or proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated “No Substitute”.

Unless the vendor clearly indicates in its bid or proposal that it is proposing an alternate product, the bid or proposal shall be considered as offering the same brand name referenced in the specifications.

If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. A formal submittal for the alternate/shop drawings shall be submitted. The evaluation of the bid or proposal and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the bid or proposal. To ensure that sufficient information is available, the vendor shall furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the County can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

21. LABOR, FUEL, EQUIPMENT, & MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise stated in this solicitation the Contractor shall furnish all labor, fuel, equipment, and materials necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County’s Project Manager.

22. MAINTENANCE OF TRAFFIC (MOT)

Not applicable to this solicitation

23. UNDERGROUND UTILITIES

Not applicable to this solicitation

24. CLEAN UP/SURPLUS MATERIAL REMOVAL:

The Contractor shall be responsible for the removal of all surplus material and debris within their work zone at the end of each workday, and disposed of in an appropriate manner. All costs associated with clean-up and debris removal shall be included in the Contractor's bid. The Contractor must have ample cleaning supplies and a working vacuum cleaner on-site for clean-up. At no time shall the Contractor use County cleaning supplies or equipment. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Manager. The Contractor shall have all necessary tools, equipment, and supplies to adequately clean the work area and any area(s) that may have been affected by the work. If such deficiencies are not corrected as part of this process, the County shall remove the remaining debris and surplus materials and deduct the associated costs from the amount due the Contractor.

25. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

Not Applicable to this solicitation

26. SANITATION

The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the County's Project Manager's approval.

27. INSPECTION AND RESPONSE

- i. The Contractor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the County's Project Manager.
- ii. Inspections during the project or after the project has been completed will be conducted by the County's Project Manager. The final inspection will be conducted within five (5) business days of receipt of notification. The County's Project Manager will notify the Contractor if necessary of any deficiencies with the project. The Contractor shall correct all deficiencies before final acceptance and payment is made.
- iii. The Contractor shall notify the County's Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the Contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the Contractor, the County's Project Manager shall make another inspection.
- iv. The following is a list of fees that can be assessed to the Contractor during the term of the contract. These fees are assessed to help offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections or missed meetings. The fee(s) shall be deducted from the final invoice are:

- a. Missing scheduled appointments \$ 70.00 each appointment
- b. Failure to respond to emergency calls \$250.00 per day
- c. If applicable to this contract, late to emergency calls \$ 36.00 per hour
- d. Inspected unacceptable workmanship \$ 55.00 each inspection
- e. All Re-inspection Fees Assessed by the inspecting authority for inspection failures
- f. Failure to provide any and all required documentation or reports \$ 75.00 per day
- g. Failure to pass all inspecting authority re-inspections \$250.00 per day
(within 30 days of initial inspection)

28. FINAL ACCEPTANCE

The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the County's Project Manager.

29. METHOD OF PAYMENT

- i. The Contractor shall submit their invoice to the **Facilities and Fleet Management Department, 32400 C.R. 473 Leesburg, FL 34788**, after all work has been completed. Invoices shall be hand delivered or mailed. Faxes &/or emails will not be accepted for invoicing. In addition to the general invoice requirements set forth below, the invoice shall reference the specific work element for which billing has been initiated and, if required, include a copy of the acceptance document that was signed by an authorized representative of the County at the time the specific work element was accepted. Submittal of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the work being completed or delivery and acceptance of the items.
- ii. All invoices shall contain the contract and/or purchase order number, date and location of delivery or service. The Contractor shall also submit with their invoice a completed "Certification of Payment to Subcontractors and Suppliers" form. Failure to submit invoices and certification form in the prescribed manner will delay payment, and the Contractor may be considered in default of contract. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.
- iii. If applicable to this contract, all work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in the Pricing/Certifications/Signatures, Pricing Section and as discussed in Scope of Work.
- iv. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract.

30. WARRANTY

The Contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor shall be responsible for registering all required materials with the manufacturer and shall provide documentation verifying that registration has been completed. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified in the solicitation or the plans, if within twelve (1) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

ATTACHMENT FOUR: APPLICABLE DAVIS-BACON WAGE DETERMINATION

General Decision Number: FL150021 03/20/2015 FL21

Superseded General Decision Number: FL20140021

State: Florida

Construction Type: Building

County: Lake County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/02/2015
1	02/06/2015
2	03/20/2015

BRFL0008-002 04/01/2014

	Rates	Fringes
TILE SETTER.....	\$ 20.00	5.95

ELEC0606-002 09/01/2014

That portion south of a line beginning at the southeast corner of Marion County near Altoona, FL thence running east to a point on the Lake-Volusia County line due west of Orange City, FL.

SECTION 5 – ATTACHMENTS

ITB Number: 15-0212

	Rates	Fringes
ELECTRICIAN.....	\$ 23.15	9.47

ELEC0756-003 12/31/2012

That portion north of a line beginning at the southeast corner of Marion County near Altoona, FL thence running east to a point on the Lake-Volusia County line due west of Orange City, FL.

	Rates	Fringes
ELECTRICIAN.....	\$ 20.70	5.50% + \$8.70

ENGI0925-004 06/01/2013

	Rates	Fringes
OPERATOR: Mechanic.....	\$ 29.61	11.50
OPERATOR: Oiler.....	\$ 22.91	11.50
OPERATOR: Boom Truck.....	\$ 29.61	11.50

* IRON0808-004 02/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 23.50	11.95

PAIN1010-008 08/01/2014

	Rates	Fringes
PAINTER: Brush, Roller, Spray and Steel, Excludes Drywall Finishing/Taping.....	\$ 17.50	8.83

SFFL0821-001 01/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 26.33	17.37

SHEE0015-002 07/01/2013

SECTION 5 – ATTACHMENTS

ITB Number: 15-0212

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 20.26	13.73

SUFL2009-017 05/22/2009		
	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 14.84	0.13
BRICKLAYER.....	\$ 19.32	0.00
CARPENTER, Includes Form Work (Excludes Acoustical Ceiling Installation, and Drywall Hanging).....	\$ 15.40	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 17.94	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.00	0.00
DRYWALL HANGER.....	\$ 15.81	0.89
FENCE ERECTOR.....	\$ 14.00	0.00
GLAZIER.....	\$ 16.07	6.24
INSTALLER - DRAPERY BLINDS.....	\$ 17.50	0.00
INSULATOR - BATT.....	\$ 15.79	0.00
INSULATOR - PIPE & PIPEWRAPPER...	\$ 13.13	3.03
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 10.85	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.63	0.00
LABORER: Mason Tender - Brick...	\$ 10.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.83	1.90

SECTION 5 – ATTACHMENTS

ITB Number: 15-0212

LABORER: Pipelayer.....	\$ 11.53	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 9.60	0.00
LATHER.....	\$ 13.41	0.00
OPERATOR: Asphalt Spreader.....	\$ 11.41	0.00
OPERATOR: Backhoe/Excavator.....	\$ 15.00	0.47
OPERATOR: Bulldozer.....	\$ 15.00	0.00
OPERATOR: Crane.....	\$ 17.75	0.00
OPERATOR: Distributor.....	\$ 12.37	0.00
OPERATOR: Forklift.....	\$ 14.00	0.00
OPERATOR: Grader/Blade.....	\$ 11.00	0.63
OPERATOR: Loader.....	\$ 11.00	0.63
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.83	0.00
OPERATOR: Pump.....	\$ 17.12	0.00
OPERATOR: Roller.....	\$ 10.68	0.00
OPERATOR: Screed.....	\$ 11.34	0.00
OPERATOR: Tractor.....	\$ 9.91	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00
PIPEFITTER, Excludes HVAC Pipe Installation.....	\$ 16.02	0.52
PLASTERER.....	\$ 16.00	0.67
PLUMBER, Includes HVAC Pipe Installation.....	\$ 16.00	0.00

ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs).....\$ 14.65	1.53
ROOFER: Metal Roof.....\$ 12.17	0.77
SCAFFOLD BUILDER.....\$ 12.00	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 15.87	1.53
TRUCK DRIVER: Dump Truck.....\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....\$ 12.09	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT FIVE

Manufacturer's Certificate of Compliance of the "Buy-American Act"

This Manufacturer's Certificate is provided as documentation that the manufactured goods listed below comply with the Buy American Act (BAA – 41 U.S.C. §§10a -10d) and applicable amendments thereto

Project Description: Replace Thermostats in Various County Buildings

Name of Vendor: _____

Manufactured good(s) being used for the project (attach additional sheets if necessary):

Type of Good	Make and Model Number	Manufacturing Location

Questions	Yes	No
1. Were all components of the manufactured goods manufactured in the U.S, and were all components assembled into the final product in the U.S.? <ul style="list-style-type: none"> Check "Yes" if this product is clearly manufactured in the U.S. If so, this inquiry is complete and you should proceed to the "Certification" section on page 2. If you checked "No," please proceed to Question 2. 		
2. Was there a change in character or use of the good or components in the U.S. (meaning the finished good as a whole, not each individual component)? <ul style="list-style-type: none"> Check "Yes" if <u>any</u> of the following questions apply, then proceed to the "Certification" section on page 2. Check "No" if none apply. <ul style="list-style-type: none"> a. Was there a change in the physical and/or chemical properties designed to alter the functionality of the good? b. Did the manufacturing or processing operation result in a change of a product(s) with one use into a product with a different use? c. Did the manufacturing or processing operation result in the narrowing of the range of possible uses of a multi-use product? 		
3. Was/were the processes performed in the U.S. (including but not limited to assembly) complex and meaningful? <ul style="list-style-type: none"> Check "Yes" if <u>at least 2</u> of the following questions apply (you may also provide a description of the processes), then proceed to the "Certification" section on page 2. Check "No" if only 1 or none apply, then proceed to Question 4. <ul style="list-style-type: none"> a. Did the process(es) take a substantial amount of time? b. Was/were the processes costly (labor/assembly costs in U.S. over 25% of total produce cost)? c. Did the process(es) require particular high level skills (skilled mechanics, specific training requirements, etc.)? d. Did the process(es) require a number of different operations? e. Was substantial value added in the process(es)? 		
4. Is the product except or waived under a reciprocal agreement? <ul style="list-style-type: none"> Check "Yes" if <u>any</u> waivers the Buy American Act within the terms of a reciprocal agreement or otherwise in response to the provision of reciprocal treatment to U.S. producers apply, then proceed to the "Certification" section on page 2 after checking below which reciprocal agreement applies and provide the value of the goods. Check "No" if none apply. <ul style="list-style-type: none"> a. 1979 General Agreement on Tariffs and Trade (GATT) <input type="checkbox"/> b. US-Israel Free Trade Agreement <input type="checkbox"/> c. North American Free Trade Agreement (NAFTA) <input type="checkbox"/> d. World Trade Organization Government Procurement Agreement (WTO GPA) <input type="checkbox"/> e. Other <input type="checkbox"/> Please list: _____ 		

VALUE OF GOODS : \$ _____ ORIGIN: _____	
5. Has a product waiver been applied for and received? If “Yes,” Vendor should include a copy of applicable product waiver(s) when sending this “Certification of Compliance” to the EECBG Recipient (if applicable). Waivers can be downloaded at: www1.eere.energy.gov/recovery/ba_waivers.html . <ul style="list-style-type: none"> If you checked “Yes,” please proceed to the “Certification” section on page 2. If you checked “No,” this form is not valid as a certification of compliance and a product that meets the criteria will need to be identified. 	<div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div>
6. Are you not sure of the product’s Buy-American Act compliance? If “Yes,” Vendor should include a copy the product’s certificate of origin and the value of the product: If you checked “No,” this form is not valid as a certification of compliance and a product that meets the criteria will need to be identified.	<div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div>

Certification

Certification by Vendor

I certify that the aforementioned product is compliant with Buy American Act and this information is true and accurate to the best of my knowledge.

Signature: _____	Date: _____
Typed Name: _____	Phone Number: _____
Title: _____	E-mail Address: _____
Organization: _____	

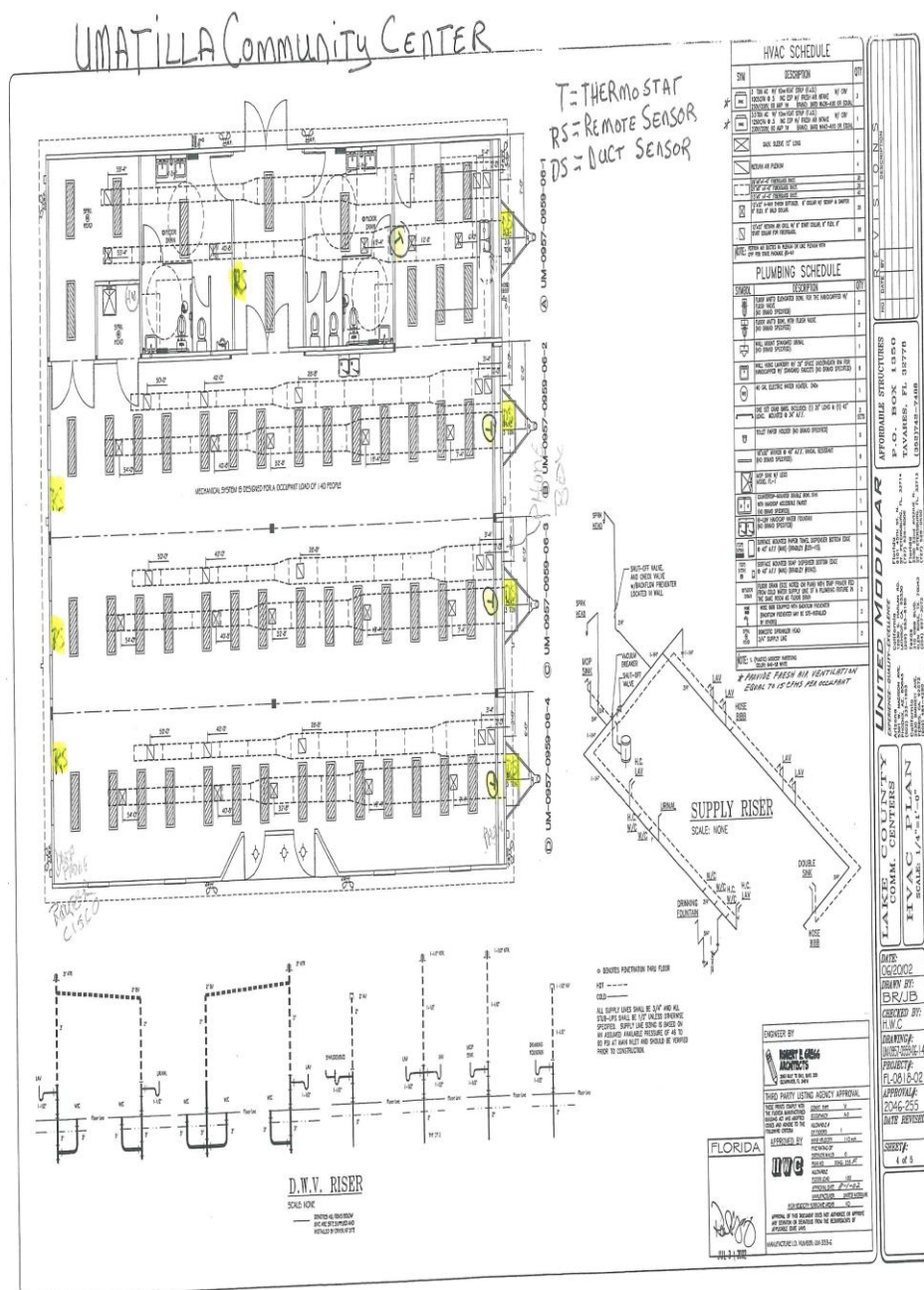
Certification Received and Reviewed by Contractor:

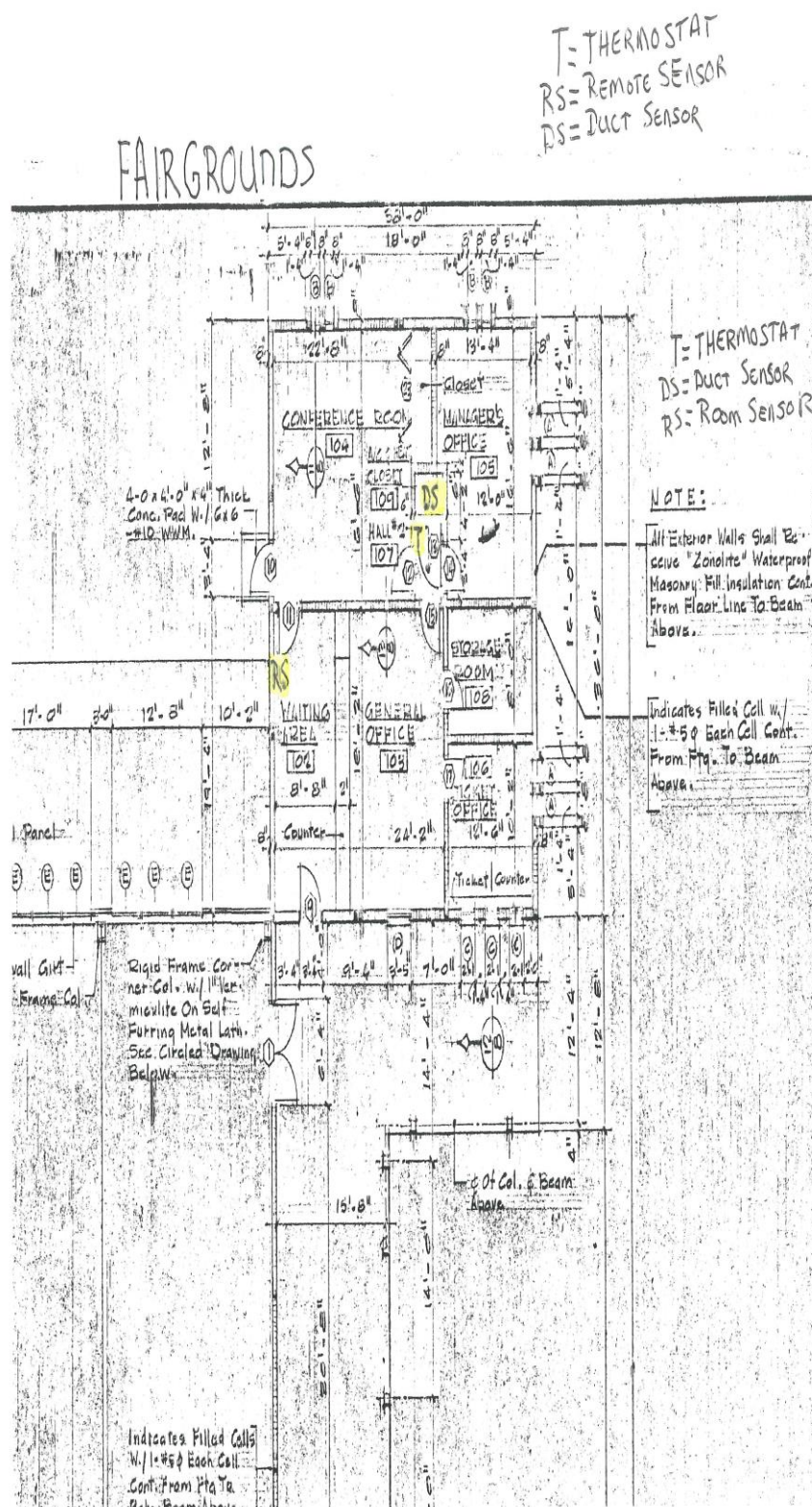
Signature: _____	Date: _____
Typed Name: _____	Phone Number: _____
Title: _____	E-mail Address: _____
Organization: _____	

Certification Received and Reviewed by Grant Recipient:

Signature: _____	Date: _____
Typed Name: _____	Phone Number: _____
Title: _____	E-mail Address: _____
Organization: _____	

ATTACHMENT SIX: BUILDING DRAWINGS





T = THERMOSTAT
RS = REMOTE SENSOR
DS = DUCT SENSOR

MARION BAYSINGER LIBRARY

